

RECEIVED
JUL 9 1987

JOHN M. DAVIS JR.

8312290194

ASSIGNMENT

OF

HARBOR AREA LEASES

FILED FOR RECORD
REC. OFFICER TITLE INSURANCE

1983 DEC 29 PM 3:09

SHERIFF
KITAP COUNTY CLERK
DEPUTY

THIS ASSIGNMENT is made and executed this 1st day of November, 1983, by and between PORT WASHINGTON PROPERTIES, INC., a Washington corporation (hereafter referred to as "Assignor") and PORT WASHINGTON MARINA CONDOMINIUM OWNERS ASSOCIATION, a Washington non-profit corporation, (hereafter referred to as "Assignee").

RECITALS

A. Assignor is the lessee pursuant to Harbor Area Leases (more particularly described in Exhibit A-1 attached hereto), (the "DNR Lease" collectively herein).

B. Assignee will act as Declarant of the PORT WASHINGTON MARINA CONDOMINIUM (hereafter referred to as "Condominium"), a leasehold condominium to be located in the leasehold estate created by the DNR Lease as shown on the Survey Map and Plans of said Condominium to be recorded in Kitsap County, Washington. Recording information concerning the Declaration for said Condominium and the Survey Map and Plans shall be added to Exhibit A-1 attached hereto upon recordation.

C. Assignee will be conveying leasehold interests in the individual Condominium Moorage Slips to numerous individuals (hereafter "Moorage Slip Owners") pursuant to "Moorage Slip Subleases".

D. The Department of Natural Resources (hereafter "DNR") is desirous of having a lease relationship with one Master Lessee rather than having multiple lease relationships with Moorage Slip Owners.

E. Assignee has been created as a non-profit corporation which serves as the Owners Association of the Condominium and has as its members all of the Moorage Slip Owners.

F. The parties desire by this Assignment to create an assignment under which the Assignee becomes a Master Lessee for all purposes relating to the DNR Lease.

G. In connection with the foregoing, DNR has on the date hereof executed a Consent to Assignment and Approval of General Sublease Forms ("Consent to Assignment").

8312290194

297: 535

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereafter provided, the parties mutually agree as follows:

1. Consent to Assignment

Subject to the terms and conditions contained in the DNR Lease, the Consent to Assignment, the Declaration of Condominium, and Survey Map and Plans, as they are now or may hereafter be amended, Assignor hereby assigns and transfers to Assignee the DNR Lease.

2. Master Lessee

Assignee shall be the Master Lessee with regard to the DNR Lease and as Master Lessee shall be the sole and only party which has any right to deal with the DNR as to any matters arising out of the DNR Lease.

3. Moorage Slip Subleases

Assignee shall have the right to convey leasehold estates in Condominium Moorage Slips of the Port Washington Marina Condominium through Moorage Slip Subleases. Nothing in this Assignment shall preclude any such Moorage Slip Subleases, although they shall be made pursuant to this Assignment and Consent to Assignment which establishes Assignee as Master Lessee.

4. Performance of DNR Lease

Assignee shall be responsible for performance of all the Lessee's obligations which arise under the DNR Lease, including but not limited to fulfilling all of the terms and conditions of the Lease, regardless of Moorage Slip Subleases made by Assignor. Such obligations for assuring performance of Lessee's obligations shall include the duty to assure that Moorage Slip Owners comply with lease obligations. DNR shall be permitted to enforce all the provisions of the Lease directly against Assignee without any obligation to proceed in any manner against Moorage Slip Owners even if failure to perform Lease obligations is the result of individual Moorage Slip Owners' actions or omissions.

5. Individual Claims

Moorage Slip Owners shall be required to assert individual claims, if any, that they may have against DNR arising from the DNR Lease through Assignee as Master Lessee. Assignee agrees to accept all assignments of individual claims, if any, that Moorage Slip Owners may hereafter assert against the DNR arising from the DNR Lease and to assert them as Master Lessee. Nothing in this assignment shall be construed to imply that Moorage Slip Owners have any rights against DNR.

8312290194

RI297R 536

6. DNR Lease Payment

Without restricting the generality of the foregoing, in its capacity as Master Lessee and as the Owners Association of the Condominium, Assignee agrees to levy and collect, pursuant to the Declaration of Condominium, all sums required to maintain the DNR Lease in a current condition and pay the DNR its lease payment in one lump sum.

7. Effective Date

This Assignment shall be deemed to be effective as of the date upon which said Condominium Declaration is filed with the Kitsap County Auditor.

8. Binding Effect

The terms and agreements contained herein shall be binding upon the successors and assigns of the parties hereto.

9. Building Apartments

In addition to boat Moorage Slips, the subject Condominium will also contain two (2) or more Building Apartments (that is, leasehold Condominium Apartments located within a Building structure). It is understood and agreed that all of the provisions of this document are equally applicable to Building Apartments to the same extent as if the words "Building Apartment(s)" had been used in lieu of "Moorage Slip(s)".

ASSIGNOR:

PORT WASHINGTON PROPERTIES, INC.

By: [Signature]
Its: [Signature]

By: _____
Its: _____

ASSIGNEE:

PORT WASHINGTON MARINA
CONDOMINIUM ASSOCIATION

By: [Signature]
Its: [Signature]

8312290194

297: 537

STATE OF WASHINGTON }
County of KING }

On this 1st day of December, A. D. 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Mark L. Clevon and _____, to me known to be the _____ President and _____ Secretary, respectively, of PORT WASHINGTON PROPERTIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Theresa Clevon
Notary Public in and for the State of Washington
residing at Port Orchard

(Acknowledgment by Corporation. Pioneer National Title Insurance Co Form L 19)

STATE OF WASHINGTON }
County of KING }

On this 1st day of December, A. D. 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Mark L. Clevon and _____, to me known to be the _____ President and _____ Secretary, respectively, of PORT WASHINGTON MARINA CONDOMINIUM OWNERS ASSOCIATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Theresa Clevon
Notary Public in and for the State of Washington
residing at Port Orchard

(Acknowledgment by Corporation. Pioneer National Title Insurance Co Form L 19)

8312290194

REC-29/116 538

EXHIBIT "A-1"

Harbor Area Lease Descriptions
(Page 1).

PARCEL B:

that certain Harbor Area Lease No. 2332 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200099 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area situate in front of Government Lot 7, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; included in a tract described as follows:

Beginning at a point on the inner harbor line, said point also being the northwest corner of lot 11, Supplemental Plat of Bay View Gardens, a recorded plat in said Government Lot 7 and running thence along said inner harbor line, north 75°43'57.8" west 112 feet, thence north 63°38'00" west 148.126 feet, thence north 74°55'00" west, 193 feet, thence north 16°00'00" east across the harbor area 195 feet to a point on the outer harbor line, thence south 74°00'00" east along said outer harbor line 450 feet to a point which bears north 16°00'00" east from the point of beginning and then south 16°00'00" west, across the harbor area, to the point of beginning as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2332

Parcel C:

that certain Harbor Area Lease No. 2396 (and all amendments, renewals and extensions thereof) under Kitsap County Auditor's File No. 8306200098 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the harbor area lying in front of Lot 7, section 11, township 24 north, range 1 east, W.M., described by metes and bounds as follows:

Commencing at the intersection of the west line of lot 15, Bay View Garden Tracts, (Lot 11 of Supplemental Plat of Bay View Garden Tracts) with the inner harbor line and running thence north 16° east 215 feet, more or less, to the outer harbor line, thence north 74° west along said outer harbor line 450 feet to the true point of beginning, thence south 16° west 195 feet, more or less, to the inner harbor line, thence westerly along said inner harbor line to the west line of said lot 7, thence northerly along the west line of said lot 7, produced, to the outer harbor line, thence south 74° east along said outer harbor line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2396

8312290194

297: 539

EXHIBIT "A-1"

Harbor Area Lease Descriptions
(Page 2)

PARCEL D:
that certain Harbor Area Lease No. 2399 (and all amendments, renewals and extensions thereof) recorded under Kitsap County Auditor's File No. 8306200110 (one of the leases constituting a "DNR Lease"); and, pursuant to said Lease, the following described property:

That portion of the Harbor area lying in front of lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, between the easterly line of waterway number 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line. Also known as leasehold A-2399.

8312290194

REEL 29710 540

8505300118

JACK T. CHAMPION
1715 Warren Ave. N.
SEATTLE, WASH. 98109
(206) 283-0421

EXHIBIT B-1
MOORAGE SLIP* SUBLEASE
PORT WASHINGTON MARINA CONDOMINIUM OWNERS ASSOCIATION

IRS 2750
KITSAP COUNTY
TRANSACTION EXCISE TAX
PAID MAY 30 1985
AMOUNT \$100.00
COUNTY TREASURER
BY: [Signature]

In consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged PORT WASHINGTON MARINA CONDOMINIUM OWNERS ASSOCIATION ("Association"), a Washington non-profit corporation as Grantor, hereby conveys, assigns, transfers, and sets over to

(b) (6) the Grantee, the following described leasehold interest in Kitsap County, Washington:

A leasehold estate (sublease) in Moorage Slip No. 14 of the Port Washington Marina Condominium (a leasehold condominium), said Moorage Slip* constituting an "Apartment" as that term is defined in the Washington Horizontal Property Regime Act (RCW Chapter 64.32); and intended for boat moorage uses* only (Post Office address being: 1085 Thompson Drive, Bremerton, Washington, according to Survey Map and Plans, delineating said Apartment, recorded in Volume 3 of Condominiums, pages 127 through 130, inclusive, under Kitsap County Auditor's File No. 8312290199, AND according to condominium Declaration recorded under Kitsap County Auditor's File No. 8312290200, TOGETHER with the use of Limited Common Areas appertaining to the Apartment; all as expressly provided for in the Declaration, and in properly recorded amendments thereto, if any.

A. SUBJECT TO THE FOLLOWING:

1. Declaration and Bylaws. The terms, provisions, definitions, covenants, options, obligations and restrictions contained in said Condominium Declaration or amendments to restatements thereof or as may be contained in any Association Bylaws adopted pursuant to said Declaration or any amendments or restatements thereof;
2. Assessments. The liability for assessments due or to become due Association for all Common Expenses of the Property as provided in said Condominium Declaration or any amendments or restatements thereof and the agreement of the Association to pay, for applicable payments received, Grantee's pro rata share of the maintenance assessment or other costs required to maintain the project and DNR leases;
3. Horizontal Property Regime Act. The terms, provisions and limitations contained in the Horizontal Property Regime Act, Chapter 156, Laws of 1963, as now or hereafter amended (commonly known and referred to as RCW ch. 64.32 et seq.);
4. Easements. All easements, reservations, restrictions, covenants, conditions and agreements of record;
5. DNR Leases. Those certain Harbor Area Leases Nos. 2332, 2396 and 2399 issued by the Department of Natural Resources ("DNR") and recorded under Kitsap County Auditor's File Nos. 8306200099, 8306200098 and 8306200110 ("DNR Leases");
6. Consent to Assignment. That certain Consent to Assignment and Approval of General Sublease Forms signed by the Department of Natural Resources, Port Washington Properties, Inc. and Port Washington Marina Condominium Owners Association (recorded December 29, 1983, under Kitsap County Auditor's File No. 8312290193), which establishes among other things that Grantee's relationship with DNR is that of a sublessee of the Association. Grantor warrants that it is the owner and holder of the leasehold interest herein conveyed subject to the foregoing exceptions.
7. Additional Parcel Declarations. Those certain Parcel A, Parcel E and Parcel Declarations all dated November 1, 1983, and recorded under Kitsap County Auditor's File Nos. 8312290195, 8312290196 and 8312290197.

B. GRANTEE'S AGREEMENTS

By acceptance of this Sublease, Grantee acknowledges and agrees as follows:

1. Receipt of Copies. That he or she has received copies of (and consents to and approves) said Declaration, Survey Map and Plans, Association Bylaws, Consent to Assignment, and all applicable DNR Leases, as well as any amendments or restatements of the foregoing;
2. Apartment Condition. That said Apartment and Common and Limited Common Areas are accepted in their present condition;
3. Performance of Obligations. To perform all obligations of an Apartment Owner pursuant to said Declaration, Association Bylaws, Consent to Assignment, said DNR Leases, or any amendments or restatements of any of the foregoing now in existence and/or hereafter executed.

C. ASSIGNMENT OF HARBOR AREA LEASES

This Sublease is subject to the terms of the Assignment of Harbor Area Leases of Port Washington Marina Condominium Owners Association recorded under Kitsap County Auditor's File No. 8312290194, which establishes the Association as a Master

DNR-00000447

bound by all of the terms of said Assignment to the Association and without the generality of such an agreement to be bound by all of said terms, Grantee specifically agrees as follows:

1. **Master Lessee.** The Association shall be the Master Lessee with regard to the DNR Leases, and the Association, as Master Lessee, shall be the sole and only party which has any right to deal with the DNR as to any matters arising out of the DNR Lease.

2. **Performance of DNR Lease.** The Association shall be responsible for performance of all of the Lessee's obligations which arise under the DNR Lease, including but not limited to fulfilling all of the terms and conditions of the Lease, regardless of any Apartment Subleases made by the Association. Such obligations for assuring performance of Lessee obligations shall include the duty to assure that Grantee complies with the DNR Lease obligations and agrees the Association has the power to compel Grantee to comply with the DNR Lease terms. DNR shall be permitted to enforce all the provisions of the Lease directly against the Association without any obligation to proceed in any manner against Grantee, even if failure to perform Lease obligations is the result of Grantee's actions or omissions.

3. **Individual Claims.** Grantee agrees that he or she shall be required to assert individual claims, if any, that he may have against the DNR arising from the DNR Lease through the Association as Master Lessee, all individual claims, if any, which Grantee may now have or may hereafter assert against the DNR arising from the DNR Lease.

4. **DNR Lease Payment.** Grantee agrees that all payments to be made pursuant to the DNR Lease shall be collected by and paid by the Association as the Master Lessee to DNR in a lump sum and Grantee agrees to pay this pro rata share of such payments by way of assessment to the Association.

DATED this 1st day of January, 1985.

FILED FOR RECORD

REQ. OF Joseph T. Chang

1985 MAY 30 AM 9:42

SHERRILL HUFF
KITSAP COUNTY AUDITOR

DEPUTY

STATE OF WASHINGTON)

COUNTY OF KING)

PORT WASHINGTON MARINA CONDOMINIUM OWNERS' ASSOCIATION, a Washington Non-profit Corporation

By Mark L. Clevon
Its President

On this day personally appeared before me Mark L. Clevon and , to me known to be the President and of PORT WASHINGTON MARINA CONDOMINIUM OWNERS ASSOCIATION, the corporation described in the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 1st day of January, 1985.

Wm. K. Oabe
Notary Public in and for the
State of Washington, residing
at Seattle

ACCEPTED AND APPROVED this 1st day of January, 1985.

GRANTED
(b) (6)

8505300118

[NOTE: If this form is used for conveying a leasehold estate (sublease) in a Building Apartment, then the words "Building Apartment(s)" should be inserted in lieu of "Moorage Slip(s)" and the words "the uses specified in Section 11.1.2 of the Declaration" should be inserted in lieu of "boat moorage uses" in the legal description on page 1 hereof.]

(EX/B-1/MSSL;014;11/1/83)

REF: 31171208

DNR-00000448

WARD C. MULLER LAND SURVEYOR,

Claimant

vs

PORT WASHINGTON PROPERTIES, INC.,

a Washington corporation,

CLAIM OF LIEN

NOTICE IS HEREBY GIVEN that on/about the 28th day of October, 1982 at Seton, Johnson & O'Dell, Inc., and from about June 30, 1983 at request of Port Washington Properties, Inc., Ward C. Muller, Land Surveyor commenced to perform labor, or to furnish material, or to supply equipment, to be used upon Port Washington Marina Condominiums

located at Port Washington Narrows in Bremerton, Washington, and described as

Port Washington Marina Condominiums, the property description for which is registered under Auditor's File Number 8312290199, Volume III, pages 127 to 130, inclusive, records of Kitsap County, Washington. Property includes uplands and building known as Port Washington Marina Building, located in the City of Bremerton, Kitsap County, and the marina floats located above State of Washington Harbor Area Leases 2332, 2396 and A-2399, located in the Port Washington Narrows.

Property descriptions of individual parcels are attached as "Exhibit A". Lien is filed against Slip No. 14 of said marina only.

Surveying work furnished: For Seton, Johnson and O'Dell, Inc., locate sewer main from Seton, Johnson and O'Dell reference hubs, elevations, sketch of sewer pipe, sewer location work, profiles and maps for ramp, related work; for Port Washington Properties, Inc., set lines, locate pilings, as built plans, site plans and other descriptive work recorded under Kitsap County Auditor's File No. 8312290199.

of which property the owner, or reputed owner, is Port Washington Properties, Inc. the performance of which labor, or the furnishing of which materials, or the supplying of which equipment, ceased on the 12th day of March, 1984; that said labor, material, or equipment was of the value approximately (\$ 20,000.00) Twenty Thousand and no/100----- Dollars, plus interest at twelve per cent (12%) per annum /for which labor, material, or equipment, the undersigned claims a lien upon the property herein described for the sum of approximately (\$ 20,000.00) Twenty Thousand and no/100---- Dollars, plus interest at twelve per cent (12%) per annum (And is assignee of said claim, or claims).

Ward C. Muller, Land Surveyor Claimant
217 Sidney Avenue Address
Port Orchard, Washington 98366

STATE OF WASHINGTON,

County of KITSAP

ss.

WARD C. MULLER

being first duly sworn, says:

I am the claimant (or attorney of the claimant) above named; I have read the foregoing claim and know the contents thereof, and believe the same to be just.

Subscribed and sworn to before me this 11th day of June, 1984.

Notary Public in and for the State of Washington, residing at Port Orchard in said County.

STATE OF WASHINGTON,

County of _____

ss.

(Corporate Acknowledgment)

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington, residing at _____ in said County.

STATE OF WASHINGTON,

County of KITSAP

ss.

(Individual Acknowledgment)

I, John M. Davis, Jr. Notary Public in and for the State of Washington, do hereby certify that on this 11th day of June, 1984, personally appeared before me WARD C. MULLER

to me known to be the individual _____ described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11th day of June, 1984.

Notary Public in and for the State of Washington, residing at Port Orchard in said County.

EXHIBIT "A"

PARCEL A *See Sample*
The north 60 feet of lot 10 and all of lot 11, Supplemental Plat of Bay View Garden Tracts, according to plat recorded in volume 5 of Plats, page 19, in Kitsap County, Washington.

PARCEL B *See*
That portion of the harbor area situate in front of Government Lot 7, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; included in a tract described as follows:
Beginning at a point on the inner harbor line, said point also being the northwest corner of lot 11, Supplemental Plat of Bay View Gardens, a recorded plat in said Government Lot 7 and running thence along said inner harbor line, north 75°43'57.8" west 112 feet, thence north 63°38'00" west 146.126 feet, thence north 74°55'00" west, 193 feet, thence north 16°00'00" east across the harbor area 195 feet to a point on the outer harbor line, thence south 74°00'00" east along said outer harbor line 450 feet to a point which bears north 16°00'00" east from the point of beginning and then south 16°00'00" west, across the harbor area, to the point of beginning as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2332

PARCEL C *See*
That portion of the harbor area lying in front of Lot 7, section 11, township 24 north, range 1 east, W.M., described by metes and bounds as follows:
Commencing at the intersection of the west line of lot 15, Bay View Garden Tracts, (Lot 11 of Supplemental Plat of Bay View Garden Tracts) with the inner harbor line and running thence north 16° east 215 feet, more or less, to the outer harbor line, thence north 74° west along said outer harbor line 450 feet to the true point of beginning, thence south 16° west 195 feet, more or less, to the inner harbor line, thence westerly along said inner harbor line to the west line of said lot 7, thence northerly along the west line of said lot 7, produced, to the outer harbor line, thence south 74° east along said outer harbor line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2396

PARCEL D *See*
That portion of the Harbor area lying in front of lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, between the easterly line of waterway number 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line. Also known as leasehold A-2399.

PARCEL E *Champion Lines parcel E*
Portion of government lot 6, section 11, township 24 north, range 1 W.M., in Kitsap County, Washington, described as follows:
Beginning 30 feet north of the southeast corner of government lot section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; thence south 69°38'20" west 272.78 feet; thence north 0° west 16.20 feet; thence north 34°00' east 123.27 feet along the inner harbor line; thence north 45°20' east 125 feet; thence north 60°44' 126 feet to the east line of said lot 6; thence south 0°08'20" east 126 feet to the point of beginning.

PARCEL F *See*
All Harbor area lying in front of Tracts 1 and 11 and intervening Re Stroll, Supplemental Plat of Bay View Garden Tracts in government lot section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line passing through the meander corner of said sections 11 and 14, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 25

FEB 7 1985

COPY

8502070150

LIS PENDENS

TO ALL WHOM THIS MAY CONCERN, NOTICE IS HEREBY GIVEN:

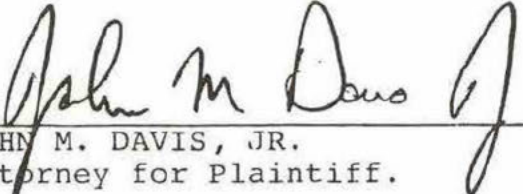
1. That an action affecting the title to certain real property hereinafter more particularly described has been commenced and is now pending in the Superior Court of the State of Washington for Kitsap County.

2. The name of the plaintiff in the said action is Ward C. Muller, and the names of the defendants are Port Washington Properties, Inc., a Washington corporation; (b) (6) and (b) (6) (b) (6), and the marital community composed thereof; and (b) (6) and (b) (6), and the marital community composed thereof.

3. The object of this action is to foreclosure that certain claim of lien recorded under Kitsap County Auditor's File No. 8406110164. The cause number is 85 2 00150 0

4. The real property is more particularly described on a sheet attached hereto and by this reference incorporated herein and made a part hereof.

ALL PERSONS in any manner dealing with said real estate subsequent to the filing hereof will take subject to the rights of the plaintiff as established herein.


JOHN M. DAVIS, JR.
Attorney for Plaintiff.

4255 SE St. Hwy 160, Suite 202
Port Orchard, WA 98366

Phone: 871-0926

EXHIBIT "A"

PARCEL A *Lease*

The north 60 feet of lot 10 and all of lot 11, Supplemental Plat of Bay View Garden Tracts, according to plat recorded in volume 3 of Plats, page 19, in Kitsap County, Washington.

PARCEL B *Lease*

That portion of the harbor area situate in front of Government Lot 7, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; included in a tract described as follows:

Beginning at a point on the inner harbor line, said point also being the northwest corner of lot 11, Supplemental Plat of Bay View Gardens, a recorded plat in said Government Lot 7 and running thence along said inner harbor line, north 75°43'57.8" west 112 feet, thence north 61°38'00" west 148.126 feet, thence north 74°55'00" west, 193 feet, thence north 16°00'00" east across the harbor area 195 feet to a point on the outer harbor line, thence south 74°00'00" east along said outer harbor line 450 feet to a point which bears north 16°00'00" east from the point of beginning and then south 16°00'00" west, across the harbor area, to the point of beginning as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2332

PARCEL C *Lease*

That portion of the harbor area lying in front of Lot 7, section 11, township 24 north, range 1 east, W.M., described by metes and bounds as follows:

Commencing at the intersection of the west line of lot 15, Bay View Garden Tracts, (Lot 11 of Supplemental Plat of Bay View Garden Tracts) with the inner harbor line and running thence north 16° east 215 feet, more or less, to the outer harbor line, thence north 74° west along said outer harbor line 450 feet to the true point of beginning, thence south 16° west 195 feet, more or less, to the inner harbor line, thence westerly along said inner harbor line to the west line of said lot 7, thence northerly along the west line of said lot 7, produced, to the outer harbor line, thence south 74° east along said outer harbor line, 203 feet, more or less, to the true point of beginning, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also known as leasehold 2396

PARCEL D *Lease*

That portion of the Harbor area lying in front of lot 6, section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington, between the easterly line of waterway number 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line. Also known as leasehold A-2399.

PARCEL E

Champion (Lease) Parcel E

Portion of government lot 6, section 11, township 24 north, range 1 W.M., in Kitsap County, Washington, described as follows:

Beginning 30 feet north of the southeast corner of government lot section 11, township 24 north, range 1 east, W.M., in Kitsap County, Washington; thence south 89°28'20" west 272.78 feet; thence north 0° west 16.20 feet; thence north 34°00' east 123.27 feet along the inner harbor line; thence north 48°20' east 125 feet; thence north 60°44' 126 feet to the east line of said lot 6; thence south 0°08'20" east feet to the point of beginning.

PARCEL F *Lease*

All Harbor area lying in front of Tracts 1 and 11 and intervening Re Strall, Supplemental Plat of Bay View Garden Tracts in government lot section 11, and government lot 1, section 14, township 24 north, range 1 east, W.M., in Kitsap County, Washington, lying between two lines produced at right angles across the harbor area to the outer harbor line passing through the meander corner of said sections 11 and 1, and the other through the point of intersection of the west line of said tract 11 with the inner harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington. Also submitted as leasehold 25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KITSAP COUNTY

WARD C. MULLER,)

Plaintiff,)

vs.)

PORT WASHINGTON PROPERTIES, INC.,)
a Washington corporation; (b) (6)

(b) (6))

(b) (6) and the marital commun-)
ity composed thereof; and (b) (6)

(b) (6))

(b) (6) and the marital community)
composed thereof,

Defendants.)

NO.

85 2 00150 0

COMPLAINT FOR FORECLOSURE
OF LIEN

For cause of action, plaintiff alleges:

I.

Plaintiff is a resident of Kitsap County, Washington.

Defendant, Port Washington Properties, Inc., is a Washington corpora-
tion with a place of business and certain condominium marina proper-
ty in Bremerton, Kitsap County, Washington. The lien which is the
subject of foreclosure herein is upon real property situate in
Kitsap County, Washington. Defendants, (b) (6)

(b) (6) are believed to be (b) (6) King County,
Washington, and defendants, (b) (6)

(b) (6) are (b) (6) King County, Washington, and all acts
done by defendants (b) (6) were done on behalf of

Complaint

JOHN M. DAVIS, JR.
ATTORNEY AT LAW
4255 S.E. ST. HWY. 160
PORT ORCHARD, WASHINGTON 98366
(206) 871-0926

DNR-00000454

6.3 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees.

6.4 Succession. Subject to the limitations as stated in paragraph 5.1 on transfer of the Lessee's interest, this lease shall be binding upon, and inure to the benefit of the parties, their respective successors and assigns.

6.5 Notices. Any notice required or permitted under this lease shall be given when actually delivered or when deposited in the United States mail addressed as follows: To the Lessor: Department of Natural Resources, Public Lands-Social Security Building, Olympia, Washington 98504. To the Lessee: At the address given by the Lessee in the signature block, or as shown on later official documents of record with this lease.

6.6 Liens.

(1) No person shall have the right to file or place any lien of any kind or character upon the land or improvements within the leasehold premises without the prior written consent of the Lessor.

(2) In the event liens or other charges are placed on the leasehold premises, including land or improvements, arising out of the Lessee's actions directly or indirectly, the Lessee shall immediately cause such liens or charges to be discharged. The Lessor may forthwith cancel this lease if Lessee fails to discharge such liens or charges after ten days' notice to do so by the Lessor. The Lessee shall pay and indemnify the Lessor for all costs, damages or charges of whatsoever nature, including attorneys' fees necessary to discharge such liens or charges, whether such costs, damages or charges are incurred prior or subsequent to any cancellation of this lease.

6.7 Litigation. In the event this lease, its terms, its use, its occupation or it in any way becomes a matter of litigation, the Lessor shall be notified of such litigation within fifteen days after such litigation is begun. Failure to notify the Lessor of such action shall be cause for cancellation or termination of this lease.

6.8 Lessor's Right to Cure Defaults.

(1) If the Lessee fails to perform any requirement or obligations under this lease, the Lessor shall have the option to correct the obligation of the lease after thirty days' written notice to the Lessor. All of the Lessor's expenditures to correct the default shall be reimbursed by the Lessee on demand, with interest at the rate of one percent per month accrued from the date of expenditure by the Lessor.

(2) In the event any violation or breach of the provisions of this lease is causing damage to the leasehold premises or the Lessor is utilizing the leasehold premises in a manner not permitted by the provisions of this lease, or in any case damages are occurring to the leasehold premises, the Lessor may immediately enter upon the leasehold premises and take such action as necessary to cease such damages or use. In the event the damages or use is occurring by reason of a violation or breach of the provisions of this lease, the Lessee shall be liable for all costs incurred by the Lessor by reasons of such violations. The Lessor, at its option may send notice to the Lessee of such violations and the Lessee shall immediately cease such use or violation and correct and remedy such violations.

6.9 Bond. Lessee shall furnish a bond in the amount of \$1,000.00 as a guarantee of the performance of all the conditions set up and prescribed in this lease in all and every part thereof.

RL2801 235

830520099